

**TRASH AND RECYCLING BINS ADVERTISING SERVICES**  
**AGREEMENT BETWEEN THE CITY OF HOLLYWOOD**  
**AND ALL CITY ADS, LLC.**

**THIS IS AN AGREEMENT**, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE CITY OF HOLLYWOOD**, a municipal corporation of the State of Florida with a business address of **2600 Hollywood Blvd, Hollywood, Florida 33020** (hereinafter referred to as the “CITY”)

and

**ALL CITY ADS, LLC.**, a Mini-Billboards advertising services company, authorized to do business in the State of Florida, with a business address of 6115 Stirling Rd. Suite 210, Davie, Florida, 33314 (hereinafter referred to as the “CONTRACTOR”). CITY and CONTRACTOR may hereinafter be referred to collectively as the “Parties.”

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

**ARTICLE 1**  
**PREMABLE**

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On (Day of Week, Month and Day, 2024), the CITY and CONTRACTOR met in a meeting and CONTRACTOR presented partnership materials and opportunity to city officials. This agreement incorporates this opportunity’s terms and conditions set fourth herein.

**“TRASH AND RECYCLING BINS ADVERTISING SERVICES”**

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

(i) City Partners Media Kit prepared by CONTRACTOR for to illustrate our services and program details (Exhibit 1).

(ii) Potential Revenue Worksheet for the City of Hollywood prepared by CONTRACTOR (Exhibit 2).

(iii) Trash and Recycling Bin Maintenance Program for the City of Hollywood prepared by CONTRACTOR (Exhibit 3).

(iii) Environmental Impact Statistics for the City of Hollywood prepared by CONTRACTOR (Exhibit 4).

(ii) Jobs Creation Presentation for the City of Hollywood prepared by CONTRACTOR (Exhibit 5).

All exhibits may also be collectively referred to as the "Documents".

## **ARTICLE 2**

### **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for trash and waste bins advertising services for single family residences and multi family residences that also have the same trash and recycling bins. This exclusive Agreement is made solely for the Services to be performed by the CONTRACTOR as described in the Documents.

Partnership offered to City is that in exchange for allowing CONTRACTOR to utilize CITY's residential trash and recycling bins to offer advertising to local, regional, and national companies, city will receive 25% of the gross advertising revenue generated by the advertising bins. CONTRACTOR will utilize it's patent pending advertising frame and secure to the top of the trash and recycling bin so advertising messages can only be seen by homeowners and others that are directly over the bin. This will ensure and keep neighborhoods ascetically residential looking as they currently are.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall make no charges to the City for supplies, labor, taxes, licenses, permits, mileage, fuel, overhead or any other expenses or costs unless any such expense or cost is incurred by CONTRACTOR with prior written approval of the City.

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement, and that any sub-contractors used for any of our services will adhere to our same strict guidelines.

2.5 CONTRACTOR shall secure, maintain and pay for any licenses necessary to perform duties and services under this contract.

2.5 CONTRACTOR shall pay the city 25% of the gross advertising revenue generated by the residential advertising and recycling bins. CONTRACTOR agrees to provide transparent reports each year to the city with advertiser's data such as the advertiser's info, length of contract, and other related info. Gross Advertising Revenue is referred to as the monthly advertising that CONTRACTOR receives from advertisers (*Example is \$5 a month x number of bins = gross revenue per month*). Since CITY is a partner when certain areas of the city are able to command higher advertising revenue due to advertising demand city will benefit from extra revenue as part of their partnership of the gross income.

CONTRACTOR revenue that is not part of city partnership includes additional charges that we might charge advertisers to offset production and install costs such as artwork design and setup, artwork source files and rights, sign production printing, initial sign frame hardware install, sign rotation maintenance, or any future services that CONTRACTOR will offer.

Since CITY is a partner and its revenue (25% of bins advertising revenue) is calculated from CONTRACTOR's overall success, CONTRACTOR shall have the right to offer promotions to advertisers to jump start revenue. This can be a sample promotion to advertisers such as new advertisers will get a free month of advertising in the 12<sup>th</sup> month after they pay the first 11 months are paid. Certain times promotions will be needed such as when this new program is introduced or certain neighborhoods might need them, etc. CONTRACTOR is a profit corporation and will always try to maximize advertising revenue but does need the flexibility to offer discounts to advertisers when needed.

For the 25% of gross advertising revenue from trash and recycling bins CONTRACTOR will have up to 90 days when needed to send CITY their portion (25%) for each month's advertising revenue. CONTRACTOR will due its best to pay CITY as fast as possible but needs this timeframe flexibility to ensure sound fiscal responsibility and make sure all of the company's cash flow responsibilities are being met and balance inflow of collecting all advertising funds, etc. and output of all company overhead, etc. for long term company stability which will result in long term CITY partnership success.

2.5 CONTRACTOR has its own internal advertising criteria that any advertisement must meet. These include that all claims in advertisements must be truthful, cannot be deceptive or unfair, and must be evidence based. All advertisers must comply with the laws in their jurisdiction, not engage in discriminatory practices, and not sell illegal or unsafe substances.

- Certain business industries that CONTRACTOR considers to not be family oriented are prohibited from advertising on the Mini-Billboards. These type of business establishments include Adult Content (Strip Clubs, Adult Toys, Adult Bookstores, Escort Services and related obscene type of establishments), Alcohol Shops, Dating Services, Firearms, Gambling, Tobacco, Smoke Shops, Liquor Shops, and Tattoo Shops.

- The CITY has the right to add additional advertising criteria (do's or do not's) and CONTRACTOR will implement city's advertising criteria for their city. In addition, the CITY will also determine if political advertisements are allowed in their city or not (Local, County, State, and Federal city government races).

- We prohibit ads promoting products, services, schemes of offers using deceptive or misleading practices, including those meant to scam people out of money or personal information.

- We prohibit ads containing shocking, sensational, or excessively violent content, certain adult content and profanity.

- We prohibit ads containing content that sexually exploits or endangers children.

- We prohibit ads that facilitate, organize, promote or admit to certain criminal or harmful activities targeted at people, businesses, property, or animals.

- We prohibit ads that discriminate or encourage discrimination against people based on personal attributes such as race, ethnicity, color, national origin, religion, age, sexual orientation, gender identity, family status, disability, medical or genetic condition.

- We prohibit ads that promote illegal products, services or activities.

### **ARTICLE 3**

#### **TRASH AND RECYCLING BIN MAINTENANCE PROGRAM**

3.1 CONTRACTOR as part of the value added services is offering to inspect and help with in field maintenance to CITY's trash and recycling bins while doing initial sign frame installs and then every 3 months during advertising sign rotations.

Currently CITY's have no preventive Trash / Recycling bin maintenance program. Only when bins break are they suppose to be replaced or parts fixed. Some problems could be fixed before they become big problems. Trash / Recycling Bins without lids cause trash to fall out, smell, rodents, insects and mosquitoes and a host of other issues.

3.2 CONTRACTOR's ground crew will help and check for hinge issues and fix with high strength zip ties to extend life of the bin. Missing handle bar slide pieces can also be fixed on the spot if

CONTRACTOR is provided parts to work with from CITY or their Waste Management Company in advance or CONTRACTOR will have it documented and fixed on next 3 month rotation.

3.3 Trash / Recycling Bins that have other issues such as missing or broken trash / recycling lids will be documented during the advertising ads rotations and CONTRACTOR will provide reports to CITY and their Waste Management Company.

CONTRACTOR is also offering to handle all the bin lids replacements to ones where homeowners called in and complained that there is a missing or broken lid. CITY and Waste Management Company would give CONTRACTOR the list and they will be changed either on current rotation if available or next rotation in 3 months.

The replacement of trash / recycling lids is offered to the CITY and Waste Management Company to extend the useful life of a complete working bin, make homeowners satisfied that they have complete working bin for the whole term of service, and overall save time and money for CITY staff and Waste Management Company. Replacement lids and related parts would have to be provided to CONTRACTOR as part of this program.

The replacement lids part of this maintenance program comes with additional time, staff, and moving lids to CONTRACTOR ground crews. CONTRACTOR can change each lid and leverage it's ground crew much cheaper the CITY or Waste Management Company can. The price for CONTRACTOR to replace each lid is \$50. For bin lids that are the responsibly of the CITY, city can either pay CONTRACTOR separately or utilize some of advertising revenue owed to them by CONTRACTOR to use against that. For bins lids that are the responsibility of the Waste Management Company they would have to pay CONTRACTOR directly or CITY could add an amend to their existing agreement with that vendor. CONTRACTOR gives options for CITY and Waste Management Company to decide.

#### **ARTICLE 4**

##### **TERMS**

4.1 The term of this Agreement shall be for five (5) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. This Agreement may be renewed for up to one (1) additional five (5) year terms, subject to the written consent and agreement of both parties. Both CITY and CONTRACTOR can continue to extend or modify agreement when both parties agree on the terms in writing.

4.2 In the event of expiration of the Renewal Term or any subsequent term, the CONTRACTOR shall continue to coordinate and work with the CITY during any transition needed to remove CONTRACTOR hardware not to exceed 90 days. CONTRACTOR shall indemnify the CITY against any loss pertaining to this expiration.

## **ARTICLE 5**

### **COMPENSATION AND METHOD OF PAYMENT**

5.1 CONTRACTOR will provide CITY with regular reports showing the advertising revenue generated by the residential advertising and recycling bins. These reports shall include information such as, advertising contact info and ad size, ad quantity, contract length and payment terms, ad start date, and any other information reasonably required by CITY,

5.2 CONTRACTOR will make its best efforts to pay CITY for each month's advertising revenue. CONTRACTOR will have up to 90 days when needed to send CITY their portion (25%). CONTRACTOR will due its best to pay CITY as fast as possible but needs this timeframe flexibility to ensure sound fiscal responsibility and make sure all of the company's cash flow responsibilities are being met and balance inflow of collecting all adverting funds, etc. and output of all company overhead, etc. for long term company stability which will result in long term CITY partnership success.

5.3 Payment will be made to CITY at:

CITY OF HOLLYWOOD

Attention:

2600 Hollywood Blvd.

Hollywood, Fl. 33020

## **ARTICLE 6**

### **CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK**

6.1 CITY or CONTRACTOR may request changes that would modify the Scope of Services to be provided under this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

## **ARTICLE 7**

### **INDEMNIFICATION**

7.1 CONTRACTOR shall indemnify and save harmless and defend the CITY, its trustees, elected and appointed officials, agents, servants and employees from and against any and all claims, demands, or causes of action of whatsoever kind or nature sustained by the CITY or any third party arising out of, or by reason of, or resulting from acts, error, omission, or negligent act of CONTRACTOR, its agents, servants or employees in the performance under this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or third party property, judgments and attorneys' fees arising out of or in connection with the performance by CONTRACTOR pursuant to this Agreement.

7.2 CONTRACTOR shall indemnify CITY for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to services furnished pursuant to this Agreement. CONTRACTOR will defend and/or settle at its own expense any action brought against the CITY to the extent that it is based on a claim that products or services furnished to CITY by CONTRACTOR pursuant to this Agreement, or if any portion of the services or goods furnished in the performance of the service becomes unusable as a result of any such infringement or claim.

7.3 CONTRACTOR'S aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement plus the compensation received by CONTRACTOR. The CITY's rights and remedies and CONTRACTOR's liabilities as set forth in this Agreement, are exclusive, and the CITY hereby releases CONTRACTOR from all further or subsequent liability, whether based in contract or tort and irrespective of fault, negligence, or strict liability.

7.4 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR. The parties agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

## **ARTICLE 8**

### **INSURANCE**

Where CONTRACTOR is required to enter or go onto the CITY property (including any property which is owned or leased by the City or upon which the City has a license, easement or right-of-way) to deliver materials or perform work or services as a result of an award, CONTRACTOR shall assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance. CONTRACTOR shall be liable for any damages or loss to the CITY occasioned by negligence of the CONTRACTOR or any officers, employees, agents or instrumentalities of the CONTRACTOR has designated in the completion of the services under this Agreement.

CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by

CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the Risk Manager of the CITY. That the insurance will cover CONTRACTOR and any sub-contractors used for any for services.

CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement, and that any sub-contractors used for any of our services will adhere to our same strict guidelines.

Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

Policies shall be endorsed to provide the CITY with notice of cancellation or CONTRACTOR shall obtain written agreement from its Agent to provide the CITY with 30-day notice of cancellation.

Insurance shall be in force for this entire agreement and all renewal periods. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CONTRACTOR shall furnish, as soon as reasonably practicable, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension there under is in effect. CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

**Prior to the commencement of the project, CONTRACTOR shall provide CITY with a certificate of liability insurance and a copy of the additional insured endorsement naming the City of HOLLYWOOD its employees, directors, officers, agents, independent contractors, successors and assigns, and other authorized representatives as additional insured on a primary and non-contributory basis to the extent of the contractual obligation assumed by CONTRACTOR. Additionally, the CONTRACTOR shall provide CITY with a copy of the certificates of insurance and a copy of the additional insured**

**CITY shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation and General Liability insurance policy, and affirmed on the Certificate of Liability Insurance and a Waiver of Subrogation Endorsement. CONTRACTOR waives, and CONTRACTOR shall ensure that CONTRACTOR's insurance carrier waives, all subrogation rights against CITY, its officials, employees, agents and volunteers for all losses or damages.**



## 8.1 REQUIRED INSURANCE

8.1.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of HOLLYWOOD must be shown as an additional insured with respect to this coverage.**

8.1.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |            |           |
|---------------------------|------------|-----------|
| 1. Workers' Compensation  | Coverage A | Statutory |
| 2. Employers Liability:   | Coverage B | \$500,000 |
| 3. Disease- Policy Limit  |            | \$500,000 |
| 4. Disease- Each Employee |            | \$500,000 |

8.1.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1) Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8) Combined Single Limit (Each Accident) – None
3. Non-Owned Autos (Symbol 9) Combined Single Limit (Each Accident) – None

## 8.2 **REQUIRED INSURANCE ENDORSEMENTS**

1. The City of HOLLYWOOD shall be named as an Additional Insured on each of the General Liability policies required herein
2. Waiver of all Rights of Subrogation against the CITY
3. Contractors' policies shall be Primary & Non-Contributory
4. All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
5. The City of HOLLYWOOD shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement. Contractor shall agree to waive all rights of subrogation against the City, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Contractor in the performance of its obligations under this agreement.

The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

## 8.3 **INSURANCE CERTIFICATE.** Insurance Certificate Requirements are as set forth in Exhibit A

## **ARTICLE 9** **INDEPENDENT CONTRACTOR**

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent Contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of

CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

## **ARTICLE 10**

### **VENUE**

10.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

## **ARTICLE 11**

### **PUBLIC RECORDS**

11.1 The City of HOLLYWOOD is public agency subject to Chapter 19, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

11.1 .1 Keep and maintain public records required by the CITY to perform the service;

11.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 19, Fla. Stat., or as otherwise provided by law;

11.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY;

and

11.1 .4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATIONS OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF**

## **PUBLIC RECORDS AT**

**CITY CLERK  
2600 HOLLYWOOD Blvd.  
ANNEX BUILDING ROOM 16W  
HOLLYWOOD, FL 33020  
(954) 921-3545  
recordscenter@hollywoodfl.org**

## **ARTICLE 12**

### **FEMA REQUIREMENTS – NOT APPLICABLE FOR THIS AGREEMENT**

## **ARTICLE 13**

### **SCRUTINIZED COMPANIES –287.135 AND 215.473**

13.1 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification, or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(B), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

## **ARTICLE 14**

### **E-VERIFY**

14.1 Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONTRACTORS, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONTRACTOR shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a CONTRACTOR to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub vendors/sub consultants/subcontractors) assigned by CONTRACTOR to perform work pursuant to the contract with the CITY of HOLLYWOOD. The CONTRACTOR acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY of HOLLYWOOD; and

C. The CONTRACTOR shall comply with the provisions of Section 448.095, Fla. Stat, "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONTRACTOR shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The CONTRACTOR shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of one (1) year after the date of termination.

## **ARTICLE 15**

### **COMPLIANCE WITH FOREIGN ENTITY LAWS**

15.1 CONTRACTOR ("Entity") hereby attests under penalty of perjury the following:

- a. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: 287.138(2)(a), Florida Statutes);
- b. The government of a foreign country of concern does not have a controlling interest in Entity (Source: 287.138(2)(b), Florida Statutes);
- c. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: 288.007(2), Florida Statutes);
- d. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: 288.007(2) Florida Statutes);
- e. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: 692 202(5)(a)(1), Florrrda Statutes); and,
- f. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

## **ARTICLE 16**

### **MISCELLANEOUS**

16.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. CITY hereby agrees to use CONTRACTOR's work product for its intended purposes.

16.2 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractor to keep records and accounts as may be necessary in order to perform services. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, F.S.

16.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16.4 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

16.5 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice.

CITY: George R. Keller Jr.  
City Manager  
City of Hollywood  
2600 Hollywood Boulevard  
Hollywood, Florida 33020  
Telephone: 954-967-4357

Copy To: City Attorney  
Contact Info and Address  
Telephone:  
Facsimile:

Contractor: President  
Shawn Snow  
All City Ads, LLC.  
6115 Stirling Rd. Suite 210  
Davie, Fl. 33314  
[shawn@allcityads.com](mailto:shawn@allcityads.com)  
954-408-8008

16.6 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

16.7 **Headings.** Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

16.8 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. All terms, conditions and obligations within the exhibits are necessary and required provisions of the Agreement, unless in conflict with Articles 1-15 of this Agreement, in which case the Articles 1-15 of this Agreement shall prevail. The exhibits if not physically attached should be treated as part of this Agreement. All exhibits are incorporated herein by reference.

16.9 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

16.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

16.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

16.12 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

16.13 **Compliance With Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

16.14 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16.15 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

END OF SECTION

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**IN WITNESS OF THE FOREGOING**, the parties have hereunto set their hands and seals on the dates written below.

CITY OF HOLLYWOOD, a Florida municipal corporation

BY: \_\_\_\_\_  
CITY MANAGER

ATTEST:

BY: \_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: \_\_\_\_\_  
CITY ATTORNEY

WITNESSED BY:  
ALL CITY ADS, LLC. a Florida corporation

\_\_\_\_\_  
Signature

CONTRACTOR:

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

**BEFORE ME**, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of **ALL CITY ADS, LLC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **ALL CITY ADS, LLC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

**IN WITNESS OF THE FOREGOING**, I have set my hand and seal in the State and County aforesaid  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_